

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

THE CITY OF NEW YORK,

Plaintiff,

-against-

NEW YORK FIREFIGHTER'S FRIEND, INC., d/b/a The
Firestore, the Original Firestore, New York Firestore and
www.nyfirestore.com,

Defendant.

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THE CITY OF NEW YORK,

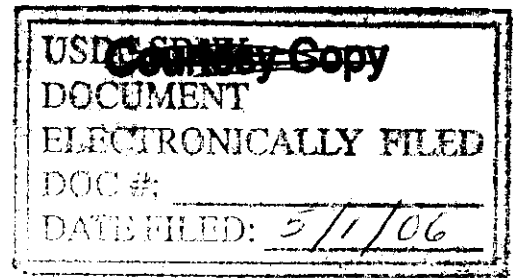
Plaintiff,

-against-

FINEST BRAVEST & BOLDEST, INC., d/b/a
New York 911 and www.NY911.com,

Defendant.

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05 CV ~~6843~~ (RO) (AJP)

**STIPULATED CONSENT
JUDGMENT**

ECF CASES

05 Civ. 6846 (RO)(AJP)

This STIPULATED CONSENT JUDGMENT is entered into by and between Plaintiff The City of New York ("the City") and the defendants in the above-referenced actions, New York Firefighter's Friend, Inc., d/b/a The Firestore, the Original Firestore, New York Firestore and www.nyfirestore.com and Finest Bravest Boldest, Inc., d/b/a New York 911 and www.NY911.com, ("Defendants"). The parties to this Stipulated Consent Judgment have expressly waived findings of fact and have agreed, consented and stipulated to a settlement of the action between them. Plaintiff commenced this action for claims of record, and Defendants have

responded to said claims with defenses filed of record in this action with respect to the use of trademarks associated with the New York City Police Department (“NYPD”) and the Fire Department of the City of New York (“FDNY”), as shown in Exhibit A hereto and which are the subject of various federal and state trademark registrations, including United States Registration Nos. 2,606,740, 3,026,049, 3,014,363, 3,061,459 and 3,075,308; and New York State Trademark Registration Nos. R-30538, R-30537, R-30501, and R-30502, (“hereafter collectively referred to as the Marks”). All parties believe in the correctness of their positions; notwithstanding the foregoing, the parties have agreed to amicably settle this matter.

Defendants acknowledge (i) the validity of the Marks; and (ii) the sole and exclusive ownership of the Marks by the City.

The Parties acknowledge that no representations have been made by their respective counsel to the other party other than what may appear in this Consent Judgment and a companion Settlement Agreement.

THEREFORE, without a trial or adjudication on the merits and for the purpose of resolving this litigation without a trial, the City and Defendants consenting,

IT IS HEREBY ORDERED AND DECREED AS FOLLOWS:

A. Defendants, including all related companies, officers, directors, agents, employees, salesmen, and all others in privity, concert or participation with them or on their behalf who are under their direction and control, hereby stipulate to voluntarily be permanently enjoined and restrained from manufacturing, offering, selling or otherwise distributing unlicensed products bearing the Marks, and in any manner, directly or indirectly:

1. using any reproduction, counterfeit, copy or colorable imitation of the Marks, which is likely to cause confusion or mistake or to deceive;

2. using any false designation of origin or false description (including, without limitation, any colors, graphics, letters or symbols) that can, or is likely to, lead the trade or public, or individual members thereof, to believe that any product manufactured, imported, advertised, distributed and/or sold by or through Defendants is in any manner associated or connected with the Marks;

3. diluting the distinctive quality of the Marks;

4. assisting, aiding or abetting any other person or business entity engaging in or performing any of the activities referred to in subparagraphs (1) through (3) above.

B. This Stipulated Consent Judgment is subject to a limited sell-off of remaining inventory as provided in the companion Settlement Agreement.

C. This Court shall retain jurisdiction over the parties and the subject matter of this action for the purpose of construing and enforcing this Stipulated Consent Judgment.

D. If Defendants are adjudged to have violated any term or condition of this Stipulated Consent Judgment, the City shall be entitled to an award of reasonable attorneys' fees, and to any further relief the court deems appropriate. No action may be brought for a claimed violation of this Stipulated Consent Judgment, unless five (5) business days prior written notice is provided to the Defendants with an opportunity to cure the claimed violation during said period unless a longer period is otherwise agreed.

E. These actions and all claims and counterclaims which were asserted in the above-referenced actions are dismissed with prejudice without an award of costs, profits, damages or attorneys' fees; all rights of appeal are waived.

F. This Stipulated Consent Judgment shall be publicly filed and shall not be cited as an adjudication of contested issues.

G. This Stipulation Consent Judgment and the grant of the permanent injunction herein conclusively resolves all claims asserted in this case as to all parties, and accordingly, the Clerk of Court is requested to mark this case closed.

STIPULATED, AGREED AND CONSENTED AS TO FORM AND
SUBSTANCE:

Dated: April 11, 2006

THE CITY OF NEW YORK

By: Gerald E. Singleton

Name: GERALD E. SINGLETON

Title: SENIOR COUNSEL - Intellectual Property
NYC Law Department

NEW YORK FIREFIGHTER'S FRIEND, INC.

By: Noam D. Freedman

Name: NOAM D. FREEDMAN

Title: PRES.

FINEST BRAVEST & BOLDEST INC..

By: Noam D. Freedman

Name: NOAM D. FREEDMAN

Title: PRES.

BY: Gerald E. Singleton

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Attorneys for Defendants
New York Firefighter's Friend, Inc. and
Finest Bravest & Boldest Inc.

SO ORDERED: 4/12/06

The Honorable Richard Owen
United States District Judge

HON. ANDREW J. PECK
United States Magistrate Judge
Southern District of New York

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EXHIBIT A

FDNY®

NYPD®

